

Amendment # 1/Renewal #1

This is an Amendment to the Quantity Purchase Agreement entered into by and between the Indiana Department of Administration Procurement Division on behalf of All State Agencies (hereinafter referred to as "State") and Minolta Corporation (hereinafter referred to as "Contractor").

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows: Effective immediately Minolta Corporation has made changes to their corporate name and addresses. The changes are listed below.

Ordering/Shipping Address for All Purchases Orders PeopleSoft Vendor # 7509-002:

Shipping Address:

Konica Minolta Business Solutions, USA, Inc.
C/O Authorized Servicing Dealer
101 Williams Drive
Ramsey, NJ 07446
Voice: 800.622.2565
Fax: 888.651.1907
FID: 13-1921089

Remittance Address for All Purchases Orders PeopleSoft Vendor # 7509-003:

Remittance Address:

Konica Minolta Business Solutions, USA, Inc.
Major Account Program
PO Box 101663
Atlanta, GA 30392
FID: 13-1921089

Bids/QPA Renewals and All Other Correspondence PeopleSoft Vendor # 7509-001:

Address:

Konica Minolta Business Solutions, USA, Inc.
4601 Forbes Blvd. Suite 140
Lanham, MD 20706 4855
Voice: 800.253.5395 x17
Fax: 301.731.3108
FID: 13-1921089

Pursuant to IC 5-22-17-4 and the terms of the contract, Indiana Department of Administration Procurement Division on behalf of All State Agencies (hereinafter referred to as "State") exercises its option to renew its contract with Minolta Corporation (hereinafter referred to as "Contractor") for the provision of Analog and Digital Multifunctional Equipment under the same terms and conditions of the original agreement dated 02/05/02. The entire contract shall commence on February 1, 2002 and shall terminate on January 31, 2005.

Total amount of this renewal is \$1,000,000.00. Total remuneration of this contract/grant is not to exceed \$3,000,000.00.


All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.


Contractor:

Signature: 
Printed Name: Todd Foote
Title: Director of Sales
Date: 11/7/03

(Where Applicable)

Attested By: N/A


State of Indiana Agency:

Signature: 
Printed Name: Katherine L. Harrington, CPPB
Title: Senior Purchasing Administrator
Date: 11/13/03


Information Technology Oversight Commission

Signature: N/A
Printed Name: _____
Title: _____
Date: _____

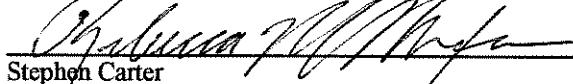
Department of Administration


Charles R. Martindale
Commissioner
Date: 2-2-04

State Budget Agency


Marilyn F. Schultz
Director
Date: 2-2-04

Office of the Attorney General


Stephen Carter
Attorney General
Date: 2/26/04